

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Christopher M. Mattis, Sr.

Linda L. Mattis,

Debtors.

Chapter 13

Case No.: 20-11261-amc

US Bank Trust National Association, Not In Its
Individual Capacity But Solely As Owner Trustee For
VRMTG Asset Trust,

Movant,

vs.

Christopher M. Mattis, Sr., Linda L. Mattis,
Debtors / Respondents,

and

Scott F. Waterman,

Trustee / Respondent.

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

US Bank Trust National Association, Not In Its Individual Capacity But Solely As
Owner Trustee For VRMTG Asset Trust ("Mortgagee"), and Christopher M. Mattis, Sr.
and Linda L. Mattis ("Debtors"), by and through their respective counsel, hereby stipulate
and agree as follows (as used herein the singular shall include the plural and the
masculine shall include the feminine):

1. The automatic stay as provided for by 11 U.S.C. §362 shall remain in full force
and effect conditioned upon the terms and conditions set forth herein.
2. Mortgagee is holder of a mortgage which is a lien on real property owned by
Debtors known as and located at 63 Ivy Hill Rd, Levittown, PA 19057 ("the Property").

3. The parties certify that there is a post-petition delinquency which is to be cured pursuant to the terms of this stipulation said delinquency consisting of the following:

8 Payments @ 1,197.29 (07/01/2021 – 02/01/2022)	\$9,578.32
4 Payments @ \$799.54 (03/01/2022 – 06/01/2022)	\$3,198.16
Post-petition attorney fees and costs	\$1,238.00
Less Suspense Balance	(\$152.22)
Total Post-Petition Arrears	\$13,862.23

4. The total post-petition arrears in the amount of \$13,862.23 will be capitalized into and paid through the Debtors' Chapter 13 Plan. Debtors shall file a motion to amend the confirmed Chapter 13 Plan post-confirmation. The Secured Creditor shall file an amended Proof of Claim to include the post-petition arrears as stated in this Stipulation.

5. Commencing on July 1, 2022, Debtors shall resume making regular monthly mortgage payments currently in the amount of \$799.54 and will pay late charges if applicable.

6. Should Debtors' regular monthly payment amount change, Debtors shall be notified of such change by Mortgagee, and the monthly payment amount due under the terms of this stipulation shall change accordingly.

7. Should Debtors fail to make any of the payments required by the terms of this stipulation, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than thirty (30) days late, Mortgagee may send Debtors and Debtors' counsel a written notice of default of this stipulation. If the default is not cured within ten (10) days of the date of said notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property. In the event a Notice of Default is issued and the Debtors remit a partial payment, it is agreed that acceptance of partial payment by the Mortgagee during the cure period shall not

constitute a satisfaction or waiver of the Notice of Default. Absent a full cure of the Notice of Default, Mortgagee may file its Certification of Default with the Court and pursue the entry of a relief order.

8. Should the Debtors' post-confirmation plan be denied confirmation, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief as to the property.

9. In the event the instant bankruptcy case is converted to a case under Chapter 7, this shall constitute a default under the terms of this Stipulation, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property.

STIPULATED AND AGREED TO BY:



Brad J. Sadek, Esquire
Sadek and Cooper
1315 Walnut Street
Suite 502
Philadelphia, PA 19107
Attorney for Debtor

Dated: 6/10/22

/s/ Bernadette Irace

Bernadette Irace, Esquire
MILSTEAD & ASSOCIATES, LLC
1 E. Stow Road
Marlton, NJ 08053
Attorney for Movant

Dated: 6/24/2022